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D/B/A GE APPLIANCES  
6

7 UNITED STATES DISTRICT COURT  
8  
9 CENTRAL DISTRICT OF CALIFORNIA

10 STATE FARM GENERAL  
11 INSURANCE COMPANY ,

12 Plaintiff,

13 v.

14 HAIER US APPLIANCE  
15 SOLUTIONS, INC., D/B/A GE  
16 APPLIANCES, WATTS  
17 REGULATOR CO., and DOES 1-20,  
Inclusive,

18 Defendants.

Case No.: 5:23-CV-00563-SSS-SHK  
Assigned to: Hon. Sunshine Suzanne  
Sykes

**STIPULATED PROTECTIVE  
ORDER**

Complaint Filed: October 28, 2022

19 **I. PURPOSES AND LIMITATIONS**

20 A. Discovery in this action is likely to involve production of confidential,  
21 proprietary, or private information for which special protection from public  
22 disclosure and from use for any purpose other than prosecuting this litigation  
23 may be warranted. Accordingly, the parties hereby stipulate to and petition  
24

1 the Court to enter the following Stipulated Protective Order. The parties  
2 acknowledge that this Order does not confer blanket protections on all  
3 disclosures or responses to discovery and that the protection it affords from  
4 public disclosure and use extends only to the limited information or items  
5 that are entitled to confidential treatment under the applicable legal  
6 principles. The parties further acknowledge, as set forth in Section XIII(C),  
7 below, that this Stipulated Protective Order does not entitle them to file  
8 confidential information under seal; Civil Local Rule 79-5 sets forth the  
9 procedures that must be followed and the standards that will be applied when  
10 a party seeks permission from the Court to file material under seal.  
11

## 12 **II. GOOD CAUSE STATEMENT**

13 A. This action is likely to involve trade secrets, customer and pricing lists  
14 and other valuable research, development, commercial, financial, technical  
15 and/or proprietary information for which special protection from public  
16 disclosure and from use for any purpose other than prosecution of this action  
17 is warranted. Such confidential and proprietary materials and information  
18 consist of, among other things, confidential business or financial information,  
19 information regarding confidential business practices, or other confidential  
20 research, development, or commercial information (including information  
21 implicating privacy rights of third parties), information otherwise generally  
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1        unavailable to the public, or which may be privileged or otherwise protected  
2        from disclosure under state or federal statutes, court rules, case decisions, or  
3        common law. Accordingly, to expedite the flow of information, to facilitate  
4        the prompt resolution of disputes over confidentiality of discovery materials,  
5        to adequately protect information the parties are entitled to keep confidential,  
6        to ensure that the parties are permitted reasonable necessary uses of such  
7        material in preparation for and in the conduct of trial, to address their  
8        handling at the end of the litigation, and serve the ends of justice, a protective  
9        order for such information is justified in this matter. It is the intent of the  
10       parties that information will not be designated as confidential for tactical  
11       reasons and that nothing be so designated without a good-faith belief that it  
12       has been maintained in a confidential, non-public manner, and there is good  
13       cause why it should not be part of the public record of this case.  
14

### 16    **III.    DEFINITIONS**

17        A.     Action: This pending federal action in the United States District Court,  
18        Central District of California – Eastern Division, styled *State Farm General*  
19        *Insurance Company v. Haier US Appliance Solutions, Inc. d/b/a GE*  
20        *Appliances, Watts Regulator Co., and Does 1 to 20, Inclusive*, Case No. 5:23-  
21        cv-00563-SSS-SHK, and related state court action filed in the Superior Court  
22        of the County of Riverside, Case No.CVRI2204707.  
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1 B. Challenging Party: A Party or Non-Party that challenges the  
2 designation of information or items under this Order.

3 C. “CONFIDENTIAL” Information or Items: Information (regardless of  
4 how it is generated, stored or maintained) or tangible things that qualify for  
5 protection under Federal Rule of Civil Procedure 26(c), and as specified  
6 above in the Good Cause Statement.  
7

8 D. Counsel: Outside Counsel of Record and House Counsel (as well as  
9 their support staff).

10 E. Designating Party: A Party or Non-Party that designates information  
11 or items that it produces in disclosures or in responses to discovery as  
12 “CONFIDENTIAL.”  
13

14 F. Disclosure or Discovery Material: All items or information, regardless  
15 of the medium or manner in which it is generated, stored, or maintained  
16 (including, among other things, testimony, transcripts, and tangible things),  
17 that are produced or generated in disclosures or responses to discovery in this  
18 matter.  
19

20 G. Expert: A person with specialized knowledge or experience in a matter  
21 pertinent to the litigation who has been retained by a Party or its counsel to  
22 serve as an expert witness or as a consultant in this Action.

23 H. House Counsel: Attorneys who are employees of a party to this  
24

1 Action. House Counsel does not include Outside Counsel of Record or any  
2 other outside counsel.

3 I. Non-Party: Any natural person, partnership, corporation, association,  
4 or other legal entity not named as a Party to this action.

5  
6 J. Outside Counsel of Record: Attorneys who are not employees of a  
7 party to this Action but are retained to represent or advise a party to this  
8 Action and have appeared in this Action on behalf of that party or are  
9 affiliated with a law firm which has appeared on behalf of that party, and  
10 includes support staff.

11  
12 K. Party: Any party to this Action, including all of its officers, directors,  
13 employees, consultants, retained experts, and Outside Counsel of Record  
14 (and their support staffs).

15 L. Producing Party: A Party or Non-Party that produces Disclosure or  
16 Discovery Material in this Action.

17 M. Professional Vendors: Persons or entities that provide litigation  
18 support services (e.g., photocopying, videotaping, translating, preparing  
19 exhibits or demonstrations, and organizing, storing, or retrieving data in any  
20 form or medium) and their employees and subcontractors.

21  
22 N. Protected Material: Any Disclosure or Discovery Material that is  
23 designated as "CONFIDENTIAL."  
24

1 O. Receiving Party: A Party that receives Disclosure or Discovery  
2 Material from a Producing Party.

3 **IV. SCOPE**

4 A. The protections conferred by this Stipulation and Order cover, not only  
5 Protected Material (as defined above), but also (1) any information copied or  
6 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
7 compilations of Protected Material; and (3) any testimony, conversations, or  
8 presentations by Parties or their Counsel that might reveal Protected Material.

9 B. Any use of Protected Material at trial shall be governed by the orders  
10 of the trial judge. This Order does not govern the use of Protected Material  
11 at trial.  
12

13  
14 **V. DURATION**

15 A. Even after final disposition of this litigation, the confidentiality  
16 obligations imposed by this Order shall remain in effect until a Designating  
17 Party agrees otherwise in writing or a court order otherwise directs. Final  
18 disposition shall be deemed to be the later of (1) dismissal of all claims and  
19 defenses in this Action, with or without prejudice; and (2) final judgment  
20 herein after the completion and exhaustion of all appeals, rehearings,  
21 remands, trials, or reviews of this Action, including the time limits for filing  
22 any motions or applications for extension of time pursuant to applicable law.  
23  
24

## VI. DESIGNATING PROTECTED MATERIAL

### A. Exercise of Restraint and Care in Designating Material for Protection

1. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

2. Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

3. If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

1           B.     Manner and Timing of Designations

2           1.     Except as otherwise provided in this Order (*see e.g.*, Section  
3           B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or  
4           Discovery Material that qualifies for protection under this Order must  
5           be clearly so designated before the material is disclosed or produced.  
6

7           2.     Designation in conformity with this Order requires the  
8           following:

9               a.    For information in documentary form (e.g., paper or  
10           electronic documents, but excluding transcripts of depositions  
11           or other pretrial or trial proceedings), that the Producing Party  
12           affix at a minimum, the legend “CONFIDENTIAL” (hereinafter  
13           “CONFIDENTIAL legend”), to each page that contains  
14           protected material. If only a portion or portions of the material  
15           on a page qualifies for protection, the Producing Party also must  
16           clearly identify the protected portion(s) (e.g., by making  
17           appropriate markings in the margins).  
18

19               b.    A Party or Non-Party that makes original documents  
20           available for inspection need not designate them for protection  
21           until after the inspecting Party has indicated which documents  
22           it would like copied and produced. During the inspection and  
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24



1 before the designation, all of the material made available for  
2 inspection shall be deemed “CONFIDENTIAL.” After the  
3 inspecting Party has identified the documents it wants copied  
4 and produced, the Producing Party must determine which  
5 documents, or portions thereof, qualify for protection under this  
6 Order. Then, before producing the specified documents, the  
7 Producing Party must affix the “CONFIDENTIAL legend” to  
8 each page that contains Protected Material. If only a portion or  
9 portions of the material on a page qualifies for protection, the  
10 Producing Party also must clearly identify the protected  
11 portion(s) (e.g., by making appropriate markings in the  
12 margins).

13  
14  
15 c. For testimony given in depositions, that the Designating  
16 Party identify the Disclosure or Discovery Material on the  
17 record, before the close of the deposition all protected  
18 testimony.

19  
20 d. For information produced in form other than document  
21 and for any other tangible items, that the Producing Party affix  
22 in a prominent place on the exterior of the container or  
23 containers in which the information is stored the legend  
24

1 “CONFIDENTIAL.” If only a portion or portions of the  
 2 information warrants protection, the Producing Party, to the  
 3 extent practicable, shall identify the protected portion(s).  
 4

5 C. Inadvertent Failure to Designate

6 1. If timely corrected, an inadvertent failure to designate qualified  
 7 information or items does not, standing alone, waive the Designating  
 8 Party’s right to secure protection under this Order for such material.  
 9 Upon timely correction of a designation, the Receiving Party must  
 10 make reasonable efforts to assure that the material is treated in  
 11 accordance with the provisions of this Order.  
 12

13 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

14 A. Timing of Challenges

15 1. Any party or Non-Party may challenge a designation of  
 16 confidentiality at any time that is consistent with the Court’s  
 17 Scheduling Order.  
 18

19 B. Meet and Confer

20 1. The Challenging Party shall initiate the dispute resolution  
 21 process under Local Rule 37.1 *et seq.*  
 22

23 C. The burden of persuasion in any such challenge proceeding shall be on  
 24 the Designating Party. Frivolous challenges, and those made for an improper

1 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
2 parties) may expose the Challenging Party to sanctions. Unless the  
3 Designating Party has waived or withdrawn the confidentiality designation,  
4 all parties shall continue to afford the material in question the level of  
5 protection to which it is entitled under the Producing Party's designation until  
6 the Court rules on the challenge.  
7

## 8 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

### 9 **A. Basic Principles**

10 1. A Receiving Party may use Protected Material that is disclosed  
11 or produced by another Party or by a Non-Party in connection with this  
12 Action only for prosecuting, defending, or attempting to settle this  
13 Action. Such Protected Material may be disclosed only to the  
14 categories of persons and under the conditions described in this Order.  
15 When the Action has been terminated, a Receiving Party must comply  
16 with the provisions of Section XIV below.  
17

18 2. Protected Material must be stored and maintained by a  
19 Receiving Party at a location and in a secure manner that ensures that  
20 access is limited to the persons authorized under this Order.  
21

### 22 **B. Disclosure of "CONFIDENTIAL" Information or Items**

23 1. Unless otherwise ordered by the Court or permitted in writing  
24

1 by the Designating Party, a Receiving Party may disclose any  
2 information or item designated “CONFIDENTIAL” only to:

3 a. The Receiving Party’s Outside Counsel of Record in this  
4 Action, as well as employees of said Outside Counsel of Record  
5 to whom it is reasonably necessary to disclose the information  
6 for this Action;

7  
8 b. The officers, directors, and employees (including House  
9 Counsel) of the Receiving Party to whom disclosure is  
10 reasonably necessary for this Action;

11 c. Experts (as defined in this Order) of the Receiving Party  
12 to whom disclosure is reasonably necessary for this Action and  
13 who have signed the “Acknowledgment and Agreement to Be  
14 Bound” (Exhibit A);

15  
16 d. The Court and its personnel;

17 e. Court reporters and their staff;

18 f. Professional jury or trial consultants, mock jurors, and  
19 Professional Vendors to whom disclosure is reasonably  
20 necessary for this Action and who have signed the  
21 “Acknowledgment and Agreement to be Bound” attached as  
22 Exhibit A hereto;  
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1           g.     The author or recipient of a document containing the  
2           information or a custodian or other person who otherwise  
3           possessed or knew the information;

4           h.     During their depositions, witnesses, and attorneys for  
5           witnesses, in the Action to whom disclosure is reasonably  
6           necessary provided: (i) the deposing party requests that the  
7           witness sign the “Acknowledgment and Agreement to Be  
8           Bound;” and (ii) they will not be permitted to keep any  
9           confidential information unless they sign the “Acknowledgment  
10          and Agreement to Be Bound,” unless otherwise agreed by the  
11          Designating Party or ordered by the Court. Pages of transcribed  
12          deposition testimony or exhibits to depositions that reveal  
13          Protected Material may be separately bound by the court  
14          reporter and may not be disclosed to anyone except as permitted  
15          under this Stipulated Protective Order; and

16          i.     Any mediator or settlement officer, and their supporting  
17          personnel, mutually agreed upon by any of the parties engaged  
18          in settlement discussions.

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22 **IX.   PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
23 **PRODUCED IN OTHER LITIGATION**

24          A.     If a Party is served with a subpoena or a court order issued in other

1 litigation that compels disclosure of any information or items designated in  
2 this Action as “CONFIDENTIAL,” that Party must:

- 3 1. Promptly notify in writing the Designating Party. Such  
4 notification shall include a copy of the subpoena or court order;
- 5 2. Promptly notify in writing the party who caused the subpoena  
6 or order to issue in the other litigation that some or all of the material  
7 covered by the subpoena or order is subject to this Protective Order.  
8 Such notification shall include a copy of this Stipulated Protective  
9 Order; and
- 10 3. Cooperate with respect to all reasonable procedures sought to be  
11 pursued by the Designating Party whose Protected Material may be  
12 affected.  
13  
14

15 B. If the Designating Party timely seeks a protective order, the Party  
16 served with the subpoena or court order shall not produce any information  
17 designated in this action as “CONFIDENTIAL” before a determination by  
18 the Court from which the subpoena or order issued, unless the Party has  
19 obtained the Designating Party’s permission. The Designating Party shall  
20 bear the burden and expense of seeking protection in that court of its  
21 confidential material and nothing in these provisions should be construed as  
22 authorizing or encouraging a Receiving Party in this Action to disobey a  
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1 lawful directive from another court.

2 **X. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**  
3 **PRODUCED IN THIS LITIGATION**

4 A. The terms of this Order are applicable to information produced by a  
5 Non-Party in this Action and designated as "CONFIDENTIAL." Such  
6 information produced by Non-Parties in connection with this litigation is  
7 protected by the remedies and relief provided by this Order. Nothing in these  
8 provisions should be construed as prohibiting a Non-Party from seeking  
9 additional protections.  
10

11 B. In the event that a Party is required, by a valid discovery request, to  
12 produce a Non-Party's confidential information in its possession, and the  
13 Party is subject to an agreement with the Non-Party not to produce the Non-  
14 Party's confidential information, then the Party shall:

- 15 1. Promptly notify in writing the Requesting Party and the Non-  
16 Party that some or all of the information requested is subject to a  
17 confidentiality agreement with a Non-Party;  
18
- 19 2. Promptly provide the Non-Party with a copy of the Stipulated  
20 Protective Order in this Action, the relevant discovery request(s), and  
21 a reasonably specific description of the information requested; and  
22
- 23 3. Make the information requested available for inspection by the  
24 Non-Party, if requested.

C. If the Non-Party fails to seek a protective order from this court within fourteen (14) days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

## **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

A. If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (1) notify in writing the Designating Party of the unauthorized disclosures, (2) use its best efforts to retrieve all unauthorized copies of the Protected Material, (3) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (4) request such person or persons to execute the "Acknowledgment and Agreement to be Bound" that is attached hereto as Exhibit A.

## **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL**



1 A. When a Producing Party gives notice to Receiving Parties that certain  
2 inadvertently produced material is subject to a claim of privilege or other  
3 protection, the obligations of the Receiving Parties are those set forth in Fed.  
4 R. Civ. P. 26(b)(5)(B). This provision is not intended to modify whatever  
5 procedure may be established in an e-discovery order that provides for  
6 production without prior privilege review. Pursuant to Fed. R. Evid. 502(d)  
7 and (e), insofar as the parties reach an agreement on the effect of disclosure  
8 of a communication or information covered by the attorney-client privilege  
9 or work product protection, the parties may incorporate their agreement in  
10 the Stipulated Protective Order submitted to the Court.  
11  
12

### 13 **XIII. MISCELLANEOUS**

#### 14 A. Right to Further Relief

15 1. Nothing in this Order abridges the right of any person to seek its  
16 modification by the Court in the future.  
17

#### 18 B. Right to Assert Other Objections

19 1. By stipulating to the entry of this Protective Order, no Party  
20 waives any right it otherwise would have to object to disclosing or  
21 producing any information or item on any ground not addressed in this  
22 Stipulated Protective Order. Similarly, no Party waives any right to  
23 object on any ground to use in evidence of any of the material covered  
24

1 by this Protective Order.

2 C. Filing Protected Material

3 1. A Party that seeks to file under seal any Protected Material must  
4 comply with Civil Local Rule 79-5. Protected Material may only be  
5 filed under seal pursuant to a court order authorizing the sealing of the  
6 specific Protected Material at issue. If a Party's request to file  
7 Protected Material under seal is denied by the Court, then the  
8 Receiving Party may file the information in the public record unless  
9 otherwise instructed by the Court.  
10

11 **XIV. FINAL DISPOSITION**

12 A. After the final disposition of this Action, as defined in Section V,  
13 within sixty (60) days of a written request by the Designating Party, each  
14 Receiving Party must return all Protected Material to the Producing Party or  
15 destroy such material. As used in this subdivision, "all Protected Material"  
16 includes all copies, abstracts, compilations, summaries, and any other format  
17 reproducing or capturing any of the Protected Material. Whether the  
18 Protected Material is returned or destroyed, the Receiving Party must submit  
19 a written certification to the Producing Party (and, if not the same person or  
20 entity, to the Designating Party) by the sixty (60) day deadline that (1)  
21 identifies (by category, where appropriate) all the Protected Material that was  
22  
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1 returned or destroyed and (2) affirms that the Receiving Party has not retained  
 2 any copies, abstracts, compilations, summaries or any other format  
 3 reproducing or capturing any of the Protected Material. Notwithstanding this  
 4 provision, Counsel are entitled to retain an archival copy of all pleadings,  
 5 motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
 6 correspondence, deposition and trial exhibits, expert reports, attorney work  
 7 product, and consultant and expert work product, even if such materials  
 8 contain Protected Material. Any such archival copies that contain or  
 9 constitute Protected Material remain subject to this Protective Order as set  
 10 forth in Section V.  
 11

12  
 13 B. Any violation of this Order may be punished by any and all appropriate  
 14 measures including, without limitation, contempt proceedings and/or  
 15 monetary sanctions.

16 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

17  
 18 Dated: August 24, 2023

WATKINS & LETOFSKY, LLP

19  
 20 /s/ Michelle M. Lambre

21 MICHELLE M. LAMBRE  
 22 BRIAN S. LETOFSKY  
 23 Attorney for Plaintiff, STATE FARM  
 24 GENERAL INSURANCE COMPANY

///  
 24

1 Dated: August 24 , 2023

TUCKER ELLIS LLP

2  
3 /s/Aggie B. Lee

4 Ndubisi A. Ezeolu  
5 Aggie B. Lee  
6 Attorneys for Defendant WATTS  
REGULATOR CO.

7 Dated: August 24 , 2023

8 WILSON, ELSER, MOSKOWITZ,  
9 EDELMAN & DICKER LLP

10 /s/ Valeria Granata

11 B. Otis Felder  
12 Valeria Granata  
13 Attorney for Defendant, HAIER US  
APPLIANCE SOLUTIONS, INC

14 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

15  
16 Dated: 08/28/2023



17 Hon. Shashi H. Kewalramani  
18 United States Magistrate Judge  
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**EXHIBIT A**  
**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
 \_\_\_\_\_ [print or type full address], declare under penalty of perjury that  
 I have read in its entirety and understand the Stipulated Protective Order that was  
 issue by the United States District Court for the Central District of California on  
 \_\_\_\_\_ [date] in the case of *State Farm General Insurance Company v. Haier*  
*US Appliance Solutions, Inc. d/b/a GE Appliances, Watts Regulator Co., and Does*  
*1 to 20, Inclusive*, Case No. 5:23-cv-00563-SSS-SHK. I agree to comply with and  
 to be bound by all the terms of this Stipulated Protective Order and I understand  
 and acknowledge that failure to so comply could expose me to sanctions and  
 punishment in the nature of contempt. I solemnly promise that I will not disclose  
 in any manner any information or item that is subject to this Stipulated Protective  
 Order to any person or entity except in strict compliance with the provisions of this  
 Order.

I further agree to submit to the jurisdiction of the United States District Court  
 for the Central District of California for the purpose of enforcing the terms of this  
 Stipulated Protective Order, even if such enforcement proceedings occur after  
 termination of this action. I hereby appoint \_\_\_\_\_ [print or  
 type full name] of \_\_\_\_\_ [print or type full address and

1 telephone number] as my California agent for service of process in connection with  
2 this action or any proceedings related to enforcement of this Stipulated Protective  
3 Order.

4 Date: \_\_\_\_\_  
5

6 City and State where sworn and signed: \_\_\_\_\_

7 Printed Name: \_\_\_\_\_

8 Signature: \_\_\_\_\_  
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